

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 12		
1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-04-P-0154			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2004JAN05		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4			
6. ISSUED BY TACOM WARREN BLDG 231 AMSTA-AQ-AHEA ROBERT D. BAIRD (586)574-7684 WARREN, MICHIGAN 48397-5000 EMAIL: BAIRDR@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON AVENUE WRIGHT PATTERSON AFB, OH 45433-5302 SCD: C PAS: NONE ADP PT: HQ0337				8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR AMERICAN APEX CORPORATION 5995 SHIER RINGS ROAD SUITE D DUBLIN, OH. 43016-1237 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.			CODE 04CK0		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266				CODE HQ0337 MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2			
16. TYPE OF ORDER DELIVERY/CALL PURCHASE X THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD) <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE FMS REQUIREMENT												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Service Contracts				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA RICHARD K. KULCZYCKI /SIGNED/ KULCZYCR@TACOM.ARMY.MIL (586)574-7299 BY: CONTRACTING/ORDERING OFFICER							25. TOTAL \$21,614.07		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.										34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	TACOM	DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002
<p>This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.</p>			
[End of Notice]			
2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SUPPLIES OR SERVICES AND PRICES/COSTS													
0001	SECURITY CLASS: Unclassified													
0001AA	<p>EGYPTIAN ARMY SUPPORT</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: AIMTEST DEVICE TRAINING PRON: J50TPF0247 PRON AMD: 01 ACRN: AA AMS CD: JBP012 FMS CASE IDENTIFIER: EG-B-JBP</p> <p>Requirements per contract Section C - Scope of Work. Training class shall begin February 21, 2004 (unless revised mutually by the contracting parties) and conclude February 24, 2004.</p> <p>(End of narrative C001)</p> <p>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</p> <p>Deliveries or Performance</p> <table><tr><td>DLVR SCH</td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td></tr><tr><td>001</td><td>0</td></tr><tr><td></td><td>DATE</td></tr><tr><td></td><td>26-FEB-2004</td></tr></table> <p>\$ 21,614.07</p> <p>FOB POINT FOR ALL SERVICES IS: DESTINATION</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	REL CD	QUANTITY	001	0		DATE		26-FEB-2004	LO		\$ 21,614.07
DLVR SCH	PERF COMPL													
REL CD	QUANTITY													
001	0													
	DATE													
	26-FEB-2004													

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C - Scope of Work

C.1.0 DESCRIPTION. The Government of Egypt has a need for the Contractor to provide maintenance training for the .50 caliber Advanced In-bore Marksmanship Training Enhancement System for Tanks (AIMTEST) 120 device, NSN 1005-01-464-2468.

C.1.1 Background. The Government of Egypt purchased the AIMTEST 120 device to conduct live fire training with the Abrams M1A1 tank. However, the Egyptian Army does not possess in-house technical expertise to repair and maintain the .50 caliber AIMTEST 120 in working order.

C.1.2. Objective. The Contractor shall conduct training classes to enable students (a) to identify and use special tools needed to repair/maintain the .50 caliber Advanced In-bore Marksmanship Training Enhancement System for Tanks (AIMTEST) 120 device; (b) identify and use spare/repair parts; (c) use the Contractors technical/maintenance manuals; and (d) maintain (teardown, clean, repair, and buildup) the AIMTEST 120 device.

C.2.0 PURPOSE AND SCOPE

C.2.1 Purpose. The Contractor shall provide no more than four (4) full days of AIMTEST 120 maintenance training in Cairo, Egypt. Students attending training shall be eight (8) Egyptian Army Officers. The Contractor shall provide no more than two (2) instructors. The class shall be taught in English.

C.2.2 Scope. This AIMTEST 120 system training shall be structured to train individual maintainers to repair the .50 caliber Advanced In-bore Marksmanship Training Enhancement System for Tanks (AIMTEST) 120 device. The course outline shall include a minimum of one (1) day of practical hands on experience, where students will actually perform the tear down, cleaning, repair, and build up of AIMTEST 120 devices. The schedule of activities will be developed to allow for possible extenuating cultural differences, such as difficulties with English-Arabic communication. Time permitting, remedial training shall be used to strengthen the transference of skills.

C.2.3 Subject Matter. Training topics shall include maintenance procedures, inspection, troubleshooting, special tools and equipment, specifications, and preventative maintenance. Training will enable students to accomplish all repair/maintenance related tasks for the .50 caliber Advanced In-bore Marksmanship Training Enhancement System for Tanks (AIMTEST) 120 device. Upon completion of the training course, students will exhibit individual proficiency through repetitious simulations and actual repairs of the AIMTEST 120 device.

C.2.4 Schedule. The training class shall begin February 21, 2004 (unless revised mutually by the contracting parties). The course length shall be four (4) days in duration, and will end on February 24, 2004.

C.3.0 Course Management. The Contractor shall provide all in class training materials and training aids (lesson plans, instructor materials, and student training guides/notebooks, or other paper items) required to efficiently and effectively manage the accomplishment of training objectives.

C.3.1 The Contractor shall provide hardcopy course outlines and student guides to each student at the start of training. These documents shall be in Contractor format. The outlines shall cover the daily topics/events and anticipated time at which material will be taught.

C.3.2 The Contractors technical/maintenance manuals shall be an integral part of the training course, and the basis from which the class training materials and training aids should be developed.

C.3.3 Training materials and training aids will become property of the Government of Egypt at the conclusion of training.

C.4.0 Government Facilities. The Government of Egypt will provide the training facility. All training will be conducted at Workshop 1. The US Army M1A1 Technical Assistance Field Team (TAFT) will provide escort(s) while the Contactor is on the Egypt Ministry of Defense facility located in Cairo, Egypt. Escorts will observe the training as it takes place with a principal responsibility to ensure the students are there and the workshop is supporting the training.

C.5.0 Government Furnished Equipment, Materials, and Property. Government of Egypt equipment, materials, and facilities shall be incorporated into lesson plan design and execution. The Egyptian Army shall provide AIMTEST 120 devices and spare parts from previously procured Direct Support Packages. Government furnished material includes all tools and hardcopies of the Contractors technical/maintenance manuals.

C.5.1 Some of the AIMTEST devices to be used in training are currently unserviceable. In the event that parts have

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to be replaced on the devices, the Government of Egypt will provide these parts to the Contractor from the spare parts support package.

C.5.2 The M1A1 TAFT will coordinate with the Egyptian Army to inventory the Direct Support Package spare parts and tools located at Workshop 1 prior to the course start date. It is recommended that the Contractor contact the CMO/TAFT points of contact to confirm availability of all required parts, tools, manuals prior to Contractor personnel departure from the United States.

C.5.3 It is recommended that the course instructors bring with them all AIMTEST maintenance and operator manuals in CD-ROM/electronic format for their own personal reference.

C.5.4 Upon completion of the training, the Contractor will ensure that all Government Furnished Equipment, Materials, and Property are returned to the Government of Egypt.

C.6.0 Contractor Employee Clearance Processing. The Contractor shall provide all necessary paperwork for their employees to obtain passports, visas, and government clearances or passes. The Contractor will submit a copy of each instructors passport admin pages and photo pages, as well as a completed Personal Detail Sheet for Work Visit (see sample form at Attachment 2), not later than forty (40) days prior to the training start date. A separate Personal Detail Sheet for Work Visit (Attachment 3) shall be completed for each of the two (2) employees traveling under this purchase order. All required document shall be submitted to the US Armys Egypt Coproduction Management Office (CMO), who will coordinate processing with the US Government Office of Military Cooperation (OMC) in Cairo. The Egypt-CMO point of contact:

Primary: Mr. Ken Seibel	Alternate: Ms. Sue Staggemeier
Log Mgt Specialist	Procurement Analyst
PH: (586) 795-2294	PH: (586) 795-2293
FAX: (586) 795-2297	FAX: (586) 795-2297
E-mail: SeibelK@tacom.army.mil	E-mail: StaggemS@tacom.army.mil

C.7.0 Travel Requirements. The Contractor is responsible for making life support arrangements (lodging and ground transportation) for the course instructors. Contractors are required to use a rental car company that has been "cleared" to enter Egypt Ministry of Defense (MOD) facilities. Questions regarding which companies are cleared may be directed to the CMO/TAFT. The Contractor will provide the Egypt CMO POC with the name of the rental car company utilized.

C.8.0 Quality Assurance Provisions. Following completion of the training course, the Contractor and M1A1 TAFT personnel shall complete an Assessment Form/Certificate of Performance & Completion (see Attachment 1). A copy of the completed form shall be submitted to the Contracting Officer along with the DD250.

*** END OF NARRATIVE C 001 ***

INSPECTION AND ACCEPTANCE

3	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
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DELIVERIES OR PERFORMANCE

4	52.242-15	STOP-WORK ORDER	AUG/1989
5	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
6	52.247-34	F.O.B. DESTINATION	NOV/1991

F.3 Period of Performance:

F.3.1 All work under CLIN 0001AA, inclusive of travel, shall be performed from 18 February 2004 and continue through 26 February 2004.

*** END OF NARRATIVE F 001 ***

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	J50TPF0247	AA 1	9711 X8242EG01X6D1000JBP 01225GBEGS20113	0DBJ2H	W56HZV \$	21,614.07
	JBP012					
					TOTAL \$	21,614.07

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	9711 X8242EG01X6D1000JBP 01225GBEGS20113	W56HZV	\$ 21,614.07
			TOTAL	\$ 21,614.07

7

52.242-4016
(TACOM)

COMMUNICATIONS

MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mr. Ken Seibel

Log Mgmt Specialist

PH: (586) 795-2294

FAX: (586) 795-2297

e-mail: SeibelK@tacom.army.mil

(b) Communications pertaining to administrative and contractual matters shall be addressed to the Administrative Contracting Officer or the Procuring Contracting Officer.

[End of Clause]

8

252.201-7000

CONTRACTING OFFICER'S REPRESENTATIVE

DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

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SPECIAL CONTRACT REQUIREMENTS

9	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
10	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003

a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

- (1) A bona fide employee of the Contractor; or
- (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of Egypt, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

11	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998
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(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

12	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

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(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

13 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
 (TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

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(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

CONTRACT CLAUSES

14	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
15	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
16	52.233-1	DISPUTES	JUL/2002
17	52.233-3	PROTEST AFTER AWARD	AUG/1996
18	52.243-1	CHANGES--FIXED-PRICE (ALTERNATE I (APR 1984))	AUG/1987
19	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
20	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENT	DEC/1991
21	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
22	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
23	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
24	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
25	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
26	52.204-4006 (TACOM)	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT	MAY/2000

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is Destination.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

27	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-0154 MOD/AMD	Page 10 of 12
Name of Offeror or Contractor: AMERICAN APEX CORPORATION		

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

28	52.213-4010	ADDITIONAL GENERAL CLAUSES	FEB/1997
	(TACOM)		

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1)	CHANGES-FIXED-PRICE	(AUG 1987)
	52.243-1	

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT	(APR 1984)
	52.249-1	

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3)	DEFAULT--FIXED-PRICE SUPPLY AND SERVICE	(APR 1984)
	52.249-8	

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

29	52.215-4404	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY	MAY/2002
	(TACOM)		

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Name of Offeror or Contractor: AMERICAN APEX CORPORATION

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

30	52.246-4009 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995
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Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION Acceptance: DESTINATION.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 12 of 12
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Name of Offeror or Contractor: AMERICAN APEX CORPORATION			

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	ASSESSMENT FORM/CERTIFICATE OF PERFORMANCE & COMPLETION	02-JAN-2004	001	
Attachment 002	PERSONAL DETAIL SHEET FOR WORK VISIT SAMPLE/INSTRUCTIONS	02-JAN-2004	001	
Attachment 003	PERSONAL DETAIL SHEET FOR WORK VISIT	02-JAN-2004	001	

Assessment Form/Certificate of Performance & Completion
for AIMTEST 120 Maintenance Training - Egyptian Army

To be completed by designated TAFT personnel, and American Apex after training has been completed.

- | | | |
|---|-----|----|
| 1. The trainer was available and prepared to conduct scheduled training | Yes | No |
| 2. Training was conducted in accordance with the Statement of Work | Yes | No |
| 3. Training was executed according to lesson plan. | Yes | No |
| 4. The designated training objectives were met. | Yes | No |
| 5. Required equipment was provided. | Yes | No |

DATE

AMERICAN APEX REPRESENTATIVE

DATE

M1A1 TAFT REP.

PERSONAL DETAIL SHEET FOR WORK VISIT SAMPLE/INSTRUCTIONS

- 01- NAME: Self-explanatory.
- 02- SEX: Self-explanatory.
- 03- BIRTH DATE/PLACE: Self-explanatory.
- 04- MIL/ CIV: Civilian.
- 05- NATIONALITY: AMERICAN (or whatever it is)
- 06- SPECIALITY: AIMTEST gunnery training device subject matter expert.
- 07- PASSPORT NUMBER: Self-explanatory.
- 08- DATE OF ISSUE: Self-explanatory.
- 09- DATE OF EXPIRATION: Self-explanatory.
- 10- CAIRO ADDRESS: Enter Cairo area hotel where personnel will be staying. Indicate where in Cairo (Zamalek, Heliopolis, etc.) the hotel is located.
- 11- AIDS CERTIFICATE: Not applicable - visit is for less than 14 days.
- 12- MISSION IN EGYPT: Provide Maintenance training to Egyptian Army personnel on the AIMTEST gunnery-training device.
- 13- FMS CASE/CONTRACT NUMBER: EG-B-JBP.
- 14- COMPANY/USG AGENCY NAME: American Apex Corporation
- 15- COMPANY SPECIALIZATION: Gunnery Training Devices and follow on support for these Devices.
- 16- COMPANY ADDRESS IN U.S: 5995 Shier Rings Road
Suite D
Dublin, OH 43016-1237
- 17- TYPE OF VISIT REQUESTED: Work Visit.
- 18- PERIOD OF THE WORK VISIT: OMC will fill in once dates finalized.
- 19- BASES TO VISIT: Workshop 1 (Armament & Ammunition Dept), EA&A Department Headquarters.
- 20- BENEFICIARY DEPT: EA&A Department.
- 21- RANK/NAME/UNIT OF EG ARMY POC: LTC Tarek Boughdady, M1A1 Program Manager, EA&A Dept.

Note: Complete one worksheet for each employee traveling to Cairo under this purchase order. Submit no later than 12 January 2004, in accordance with paragraph C.6.0 in Statement of Work.

PERSONAL DETAIL SHEET FOR WORK VISIT

01- NAME:

02- SEX:

03- BIRTH DATE/PLACE:

04- MIL/ CIV:

05- NATIONALITY:

06- SPECIALITY:

07- PASSPORT NUMBER:

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09- DATE OF EXPIRATION:

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20- BENEFICIARY DEPT: EA&A Department.

21- RANK/NAME/UNIT OF EG ARMY POC: LTC Tarek Boughdady, M1A1 Program Manager, EA&A Dept.